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FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

**Sep 27, 2023**

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

GEOFFREY WAYNE REYNOLDS,

Defendant.

Case No: 2:23-CR-00076-MKD

Pretrial Diversion Agreement

Plaintiff, United States of America, by and through Vanessa R. Waldref, United States Attorney for the Eastern District of Washington, and Dan Fruchter and Tyler H.L. Tornabene, Assistant United States Attorneys, as well as Defendant, GEOFFREY WAYNE REYNOLDS, and Defendant's counsel, Nicholas Vieth, agree to the following Pretrial Diversion Agreement (the "Agreement"):

**I. Overview and Information**

1. On April 4, 2023, the United States Attorney's Office for the Eastern District of Washington notified Defendant that the Federal Bureau of Investigation (FBI) and the Department of Health and Human Services Office of Inspector General (HHS OIG) were investigating Defendant for False Statements Relating to Health Care Matters, in violation of 18 U.S.C. § 1035.

1           2.     Defendant waives indictment by grand jury and consents to the filing of  
2 an Information in the United States District Court for the Eastern District of  
3 Washington, charging Defendant with one count of False Statements Relating to  
4 Health Care Matters, in violation of 18 U.S.C. § 1035, in connection with the Covered  
5 Conduct, as set forth below.

6           3.     Defendant stipulates and agrees that Defendant did in fact violate 18  
7 U.S.C. § 1035 and that the United States could prove Defendant's guilt beyond a  
8 reasonable doubt. Defendant wishes to accept responsibility for this conduct.  
9 Accordingly, Defendant stipulates and agrees to the following facts, referred to herein  
10 as the "Covered Conduct":

11           a.     Since 1994, Defendant has been a licensed pharmacist in  
12 Washington State (License No. PHRM.PH.00017863). Between 2019 and October  
13 2021, Defendant worked as a pharmacist at Walgreens Store Number 13971, located  
14 in East Wenatchee, Washington, in the Eastern District of Washington.

15           b.     In August 2021, Washington Governor Jay Inslee announced that,  
16 effective October 18, 2021, state employees, including firefighters, had to be fully  
17 vaccinated against COVID-19 or have an approved exemption as a condition of their  
18 employment.

19           c.     On or about September 13, 2021, while working as a pharmacist at  
20 Walgreens Store Number 13971, Defendant knowingly, willfully, and intentionally  
21 falsified vaccine documentation for Douglas County Fire District firefighter, W.E., at  
22 W.E.'s request. W.E. did not want the vaccine, but believed that he needed vaccine  
23 documentation in order to keep his job. At W.E.'s request, Defendant knowingly,  
24 willfully, and with the intent to defraud, "wasted" *i.e.*, did not administer and  
25 destroyed, the dose, and then completed a false and fraudulent COVID-19 vaccine  
26 card, Walgreens vaccination administration records, and billing documentation,  
27 falsely reflecting that Defendant had administered an initial dose of the Pfizer  
28

1 COVID-19 vaccine to W.E. On or about October 5, 2021, Defendant did the same for  
2 W.E.'s purported second dose of the Pfizer vaccine.

3 d. On or about September 20, 2021, while working as a pharmacist at  
4 Walgreens Store Number 13971, Defendant knowingly, willfully, and intentionally  
5 falsified COVID-19 vaccine documentation for Douglas County Fire District  
6 firefighter J.B., at J.B.'s request. J.B. had obtained an initial dose of the COVID-19  
7 vaccine, and, because he believed he had a bad reaction to the initial dose, did not  
8 want a second dose, but believed that he needed documentation of the second dose in  
9 order to keep his job. At J.B.'s request, Defendant knowingly, willfully, and with the  
10 intent to defraud, "wasted" *i.e.*, did not administer and destroyed, the dose, and then  
11 completed a false and fraudulent COVID-19 vaccine card, Walgreens vaccine  
12 administration records, and billing documentation, falsely reflecting that Defendant  
13 had administered a second dose of the Pfizer COVID-19 vaccine to J.B.

14 e. Defendant's fraudulent conduct with respect to J.B. and W.E.  
15 involved a "health care benefit program" in that both J.B. and W.E. had health  
16 insurance coverage through Washington's Public Employees Benefit Board program,  
17 which provides health insurance coverage for Washington state employees, which  
18 Walgreens billed and received payment based on the fraudulent documentation  
19 completed by Defendant.

20 f. Defendant subsequently admitted to falsifying COVID-19  
21 vaccination data for J.B. and W.E. when interviewed by the FBI and HHS-OIG on  
22 April 4, 2023.

23 4. On authority from the Attorney General of the United States, through  
24 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,  
25 prosecution in the Eastern District of Washington for the Covered Conduct shall be  
26 deferred for 36 months. This 36-month period begins on the date this Agreement is  
27 signed by both parties and accepted by the Court.  
28

1           5.     The United States and Defendant stipulate and agree that the Court will  
2 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to:  
3 (1) whether a party breached this Agreement, and if so; (2) the appropriate remedy,  
4 which may include either terminating the Agreement or modifying its terms. A  
5 modification may include extending the Agreement's 36-month period by an  
6 additional 12 months, for a total of 48 months.

7           **II.     Terms**

8           Defendant stipulates and agrees to the following terms:

9           6.     **Waiver of Constitutional Rights.** Defendant, by entering this  
10 Agreement, agrees to waive certain constitutional rights including (1) the right to a  
11 jury trial; (2) the right to see, hear, and question witnesses; and (3) the right to compel  
12 witnesses to testify. Defendant knowingly and voluntarily waives the above rights.

13          7.     **Supervision.** Defendant stipulates and agrees to be supervised by the  
14 U.S. Probation Office during this 36-month period (or longer, if the period is extended  
15 by the Court). Further, Defendant understands the following:

16               a.     Defendant shall not violate any federal, state, or local law. This  
17 term does not apply to minor civil infractions such as speeding.

18               b.     If Defendant is arrested or has any official contact with law  
19 enforcement in a civil or criminal investigative capacity, Defendant shall notify  
20 Defendant's supervising pretrial diversion officer within two business days.

21               c.     Defendant shall live within the jurisdiction of the Eastern District  
22 of Washington. If Defendant seeks to reside outside the District, Defendant shall  
23 notify and seek the approval of Defendant's supervising pretrial diversion officer so  
24 that appropriate arrangements in light of the Agreement can be made.

25               d.     Defendant shall maintain employment in a lawful occupation.  
26 When out of work, Defendant shall notify Defendant's supervising pretrial diversion  
27 officer. In the event that Defendant becomes self-employed, Defendant shall provide  
28 evidence of such self-employment.

1 e. Defendant shall report to Defendant's supervising pretrial  
2 diversion officer as directed by the Court or U.S. Probation. Any failure to abide by  
3 the reporting requirements as established by the Court or U.S. Probation shall be  
4 deemed as an irrevocable violation of the Agreement.

5 f. Defendant shall not possess, control, consume, and/or use any  
6 illegal control substance, including marijuana, nor possess any firearm or ammunition  
7 for any firearm unless approved by the supervising probation officer. Defendant shall  
8 not use alcohol to excess.

9 g. Defendant shall perform at least 100 hours of community service  
10 with an organization approved by U.S. Probation.

11 7. **Tolling.** Defendant stipulates and agrees to toll the running of all  
12 applicable statutes of limitations and any time-based defenses for the Covered  
13 Conduct. This tolling shall run from the date the Agreement is signed by all parties  
14 until the Agreement expires or is terminated by the Court. Defendant stipulates and  
15 agrees that the Agreement's tolling provision does not abridge or curtail the applicable  
16 statute of limitations in any way, but rather extends the applicable statute of  
17 limitations by the period of time that the Agreement is in effect.

18 Defendant further expressly waives indictment and all rights to a speedy  
19 indictment and/or trial pursuant to the Sixth Amendment of the United States  
20 Constitution, 18 U.S.C. § 3161, Federal Rule of Criminal Procedure 48(b), and any  
21 applicable Local Rules of the United States District Court for the Eastern District of  
22 Washington for the period during which this Agreement is in effect.

23 8. **Breach.** If the Court, after a hearing, terminates the Agreement based on  
24 a breach by Defendant, the United States may resume its prosecution against  
25 Defendant as to the charge(s) under investigation, and any additional charges.

26 9. **Admissibility of the Agreement in Prosecution.** In the event that the  
27 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates  
28



1 and agrees that the Agreement and Defendant's admissions contained therein shall be  
2 admissible against Defendant at any trial, sentencing, or other related proceeding.

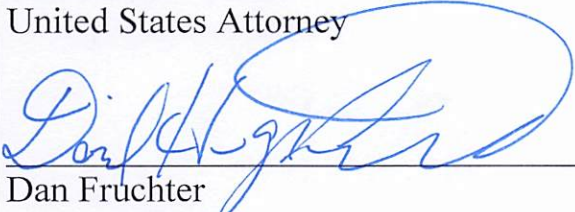
3 The United States stipulates and agrees to the following:

4 10. **Deferred Prosecution and Dismissal.** The United States stipulates and  
5 agrees to defer prosecution of the above-captioned matter for a period of 36 months  
6 (or up to 48 months, if the Agreement is extended). When and if Defendant satisfies  
7 all the requirements of the Agreement (including any modifications or extensions), the  
8 United States stipulates will, seek dismissal with prejudice of the Information filed  
9 against Defendant pursuant to this Agreement. Except in the event of a violation by  
10 Defendant of any term of this Agreement, the United States will bring no additional  
11 charges against Defendant relating to Defendant's conduct as described in the  
12 Information and the Covered Conduct set forth above. This agreement does not  
13 provide any protection against prosecution for any crimes except as set forth above.  
14 Defendant and the United States understand that the Court must approve deferral  
15 under the Speedy Trial Act, in accordance with 18 U.S.C. § 3161(h)(2). Should the  
16 Court declined to defer prosecution for any reason: (1) both the United States and  
17 Defendant are released from any obligation imposed upon them by this Agreement;  
18 and (2) this Agreement shall be null and void, except for the tolling provisions set  
19 forth herein.

20 **III. Approvals and Signatures**

21 Agreed and submitted on behalf of the United States Attorney's Office for the  
22 Eastern District of Washington.

23  
24 Vanessa R. Waldref  
United States Attorney

25  
26   
27 Dan Fruchter  
28 Assistant U.S. Attorney

9/27/2023  
Date

1 Tyler H.L. Tornabene  
2 Assistant U.S. Attorney  
3

9/27/2023  
Date

4 I have read the Agreement and have carefully reviewed and discussed every  
5 part of the agreement with my attorney. I understand and voluntarily enter into this.  
6 Furthermore, I have consulted with my attorney about my rights, I understand those  
7 rights, and I am satisfied with the representation of my attorney in this case. I  
8 understand the terms and conditions of the Agreement and agree to comply with them.  
9


10 Geoffrey Wayne Reynolds  
11 Defendant  
12

9/27/2023  
Date

13  
14 Nicholas Vieth  
15 Attorney for Defendant  
16

9/27/2023  
Date

17 Approved without passing judgment on the merits or wisdom of this diversion.

18 M. K. Dimke   
19 Hon. Mary K. Dimke  
20 United States District Judge  
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26  
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28

9/27/2023

Date